

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **JG4058**Due Date: **10/21/03 @ 2:00PM**

Date Sent: October 2, 2003

Goods and services to be

**SELF PROPELLED BROOMS****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH**  
**DIVISION OF PURCHASING**

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**Due Date: 10/21/03 @  
2:00PM**

**Vendor Name:**

Item#	Qty	Unit	Description	Unit Price	Extension
1	3	EACH	SELF PROPELLED BROOMS PER ATTACHED SPECIFICATIONS	\$	\$
OPTION 1	1	EACH	STROBE LIGHT	\$	
OPTION 2	1	EACH	INVERTED HYDRAULIC MOTOR ON BROOM CORE. TO ALLOW SWEEPING AS CLOSE TO THE BROOM EDGE AS POSSIBLE.	\$	

FOR TECHNICAL QUESTIONS PLEASE CONTACT PAUL ROTTMANN AT (801) 965-4078.  
FOR QUESTIONS RELATED TO THE BID PROCESS PLEASE CONTACT JARED GARDNER AT (801) 538-3342.

**Ship To:**        **DEPARTMENT OF TRANSPORTATION**  
                      **CENTRAL SHOPS**  
                      **4501 SOUTH 2700 WEST**

**FREIGHT CHARGES (if applicable)**

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
<input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the

product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov)

(Revision 14 Mar 2003 - IFB Instructions)

## Specification: Self-propelled broom

UTAH DEPARTMENT OF TRANSPORTATION  
Equipment Operations  
Steve McCarthy - Equipment Operations Manager

UDOT PURCHASING AGENT: PAUL ROTTMANN  
PHONE NO: (801) 416-2080  
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Revised: October 28, 2002

### SELF-PROPELLED BROOM

#### PUBLICATION

This specification is a product of the Utah Department of Transportation, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity.

This bid will result in 3 units.

#### PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification shall be new. DISCONTINUED MODELS ARE NOT ACCEPTABLE.
2. **Supplier shall submit, with the bid, in duplicate, the latest detailed specifications for the offered equipment.** Supplier should submit the latest literature, the literature is for informational purposes only.
3. The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.
4. All parts not specifically mentioned, but are necessary for the units to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
5. The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.
6. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
7. STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
8. Measurements will be given in the English system.
9. All inquiries, including requests for exception(s) to this bid must be submitted, by fax to Paul Rottmann (801) 965-4073. Addenda will be issued to all known bidders and posted on the Utah State Purchasing website, [www.purchasing@utah.gov](http://www.purchasing@utah.gov). **Exceptions shall not be granted to requests made after this deadline.**
10. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-

## Specification: Self-propelled broom

responsive.

### **PART II, GENERAL SPECIFICATIONS**

#### **1. SCOPE:**

This specification describes self-propelled broom. These devices shall be complete, assembled, mounted, serviced, tested and certified in accordance with these specifications and shall meet or exceed all the following requirements.

EXAMPLE(S): Rosco RB 48 or U.D.O.T. pre-approved equal.

#### **2. NOTICE TO BIDDERS:**

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will not be accepted.

### **PART III, DETAILED SPECIFICATIONS, SWEEPER**

#### **1. ENGINE**

1.1 Turbo diesel 80 hp minimum.

1.2 Shall have heavy duty, dry-type air cleaner with backup safety element and pre-cleaner.

1.3 Shall have 12 volt system with minimum 60amp alternator.

1.4 Fuel reservoir to be 21 gallons minimum.

#### **2. TRANSMISSION**

2.1 Shall have a hydrostatic drive that is capable of 22mph minimum.

#### **3. AXLE'S**

3.1 Front axle to be an oscillating heavy duty truck type.

3.2 Rear axle to be 3.55 ratio heavy, semi-float type differential type.

3.3 Tires shall be ST 235 x 75-15R load range C with 6 ply rating.

3.4 Wheels shall be 4 steel disc 15 inch diameter. Shall be 5 lug minimum.

3.5 Spare wheel and tire shall be mounted on the sweeper.

#### **4. HYDRAULIC**

4.1 Steering shall be Orbitol hydrostatic type.

4.2 Hydraulic reservoir to be 21 gallon minimum.

4.3 Hydraulic system shall include a filter and a safety relief valve.

#### **5. BRUSH**

## Specification: Self-propelled broom

- 5.1 Shall have joystick control with variable down pressure control.
- 5.2 Drive mechanism consists of direct hydraulic enclosed in broom core.
- 5.3 Broom filler shall consist of a tube type filler that is 32 inches in diameter that is 8 feet long minimum.
- 5.4 Sweep angle shall be 45 degrees, left or right minimum.
- 5.5 Sweeping speed shall be 190 rpm minimum and shall be variable.
- 5.6 Shall include a brush shield that will cover the top 140 degrees of the broom and shall raise and lower with the broom.
- 5.7 Shall include a 150 gallon brush watering system.

## 6. MAIN FRAME

- 6.1 Shall be rectangular A 500 GRB tubing, 6 inch x 6 inch x 1/4 inch wall thickness minimum.
- 6.2 Shall include pintle eye.
- 6.3 Identification:
  - 6.3.1 Units shall have a metal tag permanently attached to left side of draw-bar with the following information: Manufacture's name, year of manufacture, model number and serial number. Also, 2 inch high U.D.O.T. 6 digit unit numbers, located on the left side of the draw-bar. The unit number shall be applied by welding directly to the metal or by welding directly to the metal or by welding on a steel plate with the number.
- 6.4 Shall include tow package.

## 7. CAB

- 7.1 The instrumentation shall include the following: Oil pressure gauge, water temperature gauge, voltmeter, tachometer, hour meter, and fuel gauge.
- 7.2 Cab shall be a fully enclosed ROPS with two doors.
- 7.3 The cab shall include an air conditioner, heater, defroster, suspension seat with seatbelt, horn, dual west coast style mirrors and a dome light.

## 8. PAINT

- 8.1 Complete unit shall be painted manufacture's standard color. Dealer's advertising is to be omitted.

## 9. ELECTRICAL

- 9.1 Shall include two head lights, stop turn and tail lights.
- 9.2 Shall include front and rear wiper/washer's.
- 9.3 Shall include rear work light.

## Specification: Self-propelled broom

- 9.4 Shall have a 22 inch amber dual rotator light bar mounted on top of the ROPS cab. Shall be mounted such that the air conditioner does not interfere with light bar visibility.

THE FOLLOWING OPTION'S ARE IN ADDITION TO THE SAME GENERAL SPECIFICATION.

### 10. OPTIONS

OPTION #1      Strobe light.

*Option price*\_\_\_\_\_

OPTION #2      Inverted hydraulic motor on broom core. To allow sweeping as close to broom core edge as possible.

*Option price*\_\_\_\_\_

## PART IV: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

### 1. DELIVERY REQUIREMENTS

- 1.1 Delivery shall be within 90 days after receipt of order. At State's option, an extension may be granted, whichever is in State.'s best interest.
- 1.2 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the State Capital building.

### 2. TRAINING

**INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE:** The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.

- 2.1 Vendor shall provide instruction on safety, operation and preventive maintenance of the units, after the units have been delivered and is ready for operation but prior to payment. The instruction shall include a full demonstration of all units' functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.
- 2.2 **LESSON PLAN:** The supplier shall furnish a copy of the units manufacturer's approved lesson plan for the instructional training required, within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

### 3. DOCUMENTATION

- 3.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for each unit.
- 3.2 Delivery must also include three (6) complete sets of parts lists, and three (6) sets of shop (repair) manuals at no additional charge.

### 4. ACCEPTANCE

- 4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.

### Specification: Self-propelled broom

- 4.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.
- 4.3 The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.
- 4.4 If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

### 5. PAYMENT

Invoices will not be approved for payment until all of the required spare parts, filters, documentation and manuals have been received and the equipment has been accepted.